

MESSNER REEVES LLP

1 EDGAR CARRANZA, ESQ.
2 Nevada Bar No. 5902
3 ASHLEY E. WALTERS, ESQ.
4 Nevada Bar No. 16338
5 MESSNER REEVES LLP
6 8945 West Russell Road, Suite 300
7 Las Vegas, Nevada 89148
8 Telephone: (702) 363-5100
9 Facsimile: (702) 363-5101
10 E-mail: ecarranza@messner.com
11 *Attorneys for Defendants*
12 COSTCO WHOLESALE CORPORATION

9
10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 BRANDY IANNUZZI, an individual;

CASE NO. 2:23-CV-00649-MMD-BNW

13
14 Plaintiffs,

15 vs.

16 COSTCO WHOLESALE CORPORATION;
17 dba COSTCO WHOLESALE; and DOES I
18 through X, inclusive; and ROE
CORPORATIONS I through V inclusive,

19 Defendants.

20 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

21 Plaintiff, BRANDY IANNUZZI (hereinafter referred to as “Ms. Iannuzzi” and/or “Plaintiff”),
22 by and through counsel, Matthew W. Hoffmann, Esq. and Kathleen S. Villatoro, Esq. of the law firm
23 Atkinson Watkins & Hoffman, LLP and Defendant COSTCO WHOLESALE CORPORATION
24 (hereinafter referred to as “Costco”) by and through counsel, Edgar Carranza, Esq. and Ashley
25 Walters, Esq. of MESSNER REEVES, LLP, hereby stipulate as follows:
26

27 WHEREAS, Plaintiff seek discovery of confidential, proprietary and trade secret documents

1 and information from Costco regarding Costco's policies, practices and procedures ("Confidential
2 Information");

3 WHEREAS, Costco requires protection against the unrestricted disclosure and use of such
4 Confidential Information; and

5 WHEREAS, the parties agree that good cause exists for the entry of the foregoing Stipulated
6 Confidentiality Agreement and Protective Order;

7 THEREFORE, the parties hereby stipulate and agreed that:

8
9 1. This Stipulated Confidentiality Agreement and Protective Order (hereinafter referred
10 to as "Confidentiality Agreement") shall govern all Confidential Information revealed in the above-
11 referenced lawsuit, whether the Confidential Information is contained in documents produced, FRCP
12 26 disclosures, responses to requests for production, answers to interrogatories, deposition testimony,
13 and/or any other oral or written responses to discovery conducted in this matter, whether it is revealed
14 by Costco or any other party or third-party.

15
16 2. A party shall designate and indicate that information is Confidential Information
17 hereunder by producing a copy bearing a stamp or label signifying that it is "Confidential." In the
18 case of testimony or any other oral information, it shall be sufficient for a party to state that the
19 Confidential Information is confidential pursuant to this Agreement generally at the time such
20 testimony or oral information is given or conveyed. Alternatively, a party may designate testimony
21 as Confidential hereunder by marking the transcript containing Confidential Information with the
22 word "Confidential" any time after the receipt of the final transcript of said testimony. In the event
23 any party creates a computer database, disk, compact disk, drive, digital or other electronic record
24 containing Confidential Information, the party creating such an electronic record shall mark the case
25 or envelope containing the material with the word "Confidential." Documents printed from such
26
27
28

1 electronic media shall be marked the same as documents originally produced on paper and shall be
2 accorded the same status of confidentiality as the underlying Confidential Information from which
3 they are made and shall be subject to all of the terms of this Agreement.

4 3. Confidential Information obtained by or produced to any party shall be held in
5 confidence and revealed only to the named parties in the above-captioned matter, counsel of record,
6 paralegals and secretarial employees under counsels' direct supervision, the parties themselves for
7 purposes of deposition, the Court and court staff, court reporters, and such persons as are employed
8 by the parties or their counsel to act as experts, investigators or consultants in this case. All
9 Confidential Information must be maintained in counsels' office, with the exception of documents
10 and/or information provided to individuals employed to act as experts in this case. The parties shall
11 take all steps reasonably necessary to see that no person shall use, disclose, copy or record
12 Confidential Information for any purpose other than the preparation or conduct of this case.
13

14 4. All Confidential Information shall be used solely for the purpose of maintaining the
15 present litigation, including any trials, appeals or retrials, and not for any other purpose(s) or any
16 other litigation. Under no circumstances shall Confidential Information be disclosed to anyone other
17 than the persons designated above, and the parties shall not disclose such Confidential Information
18 to any undesignated person during or after the termination of this litigation. Moreover, no
19 Confidential Information shall be disclosed to a competitor (direct or indirect) of Costco, whether for
20 the purposes of this litigation or otherwise.
21

22 5. Before any Confidential Information is disseminated or disclosed to any of the above-
23 designated persons, such person shall (a) read this Confidentiality Agreement in its entirety; and, (b)
24 agree to all provisions of this Confidentiality Agreement.
25

26 6. All depositions, pleadings, reports, notes, lists, memoranda, indices, compilations,
27
28

1 electronically stored information, and records in which Confidential Information is discussed,
2 documented or referred to shall themselves be deemed Confidential Information and shall be subject
3 to this Agreement. Should a party use any Confidential Information in any pleading, motion or paper
4 filed with the Court, that party shall, at the time of filing, request that the court impound and/or seal
5 the specific portion of the pleading containing the Confidential Information.

6
7 7. Upon final termination of this litigation, each person subject to this Confidentiality
8 Agreement shall return all Confidential Information to counsel for Costco within thirty (30) days after
9 the final disposition of this matter. Documents that contain notations of counsel may be destroyed
10 rather than returned, but it shall be the responsibility of counsel to ensure the documents are
11 destroyed.

12
13 8. The disclosure of any Confidential Information by Costco shall not serve to waive any
14 of the protections provided by this Confidentiality Agreement with respect to any other Confidential
15 Information.

16
17 9. No person who has received Confidential Information shall seek to vacate or otherwise
18 modify this Agreement at any time. This Agreement shall not be abrogated, modified, amended, or
19 enlarged except by stipulation and agreement of the parties or by the Court with notice given to each
20 of the parties.

21
22 10. Nothing in this Confidentiality Agreement shall restrict a party's right to object to the
23 disclosure of documents or information otherwise objectionable, protected or privileged pursuant to
24 the Federal Rules of Civil Procedure, applicable law, other than confidentiality, or to seek an
25 agreement preventing disclosure or limiting the discovery of Confidential Information, or to seek an
26 agreement preventing disclosure or limiting the discovery of information or material that is
27 objectionable on other grounds, regardless of whether or not such material may also constitute

1 Confidential Information pursuant to this Confidentiality Agreement. This parties shall take
2 reasonable steps necessary to have the Court enter an order consistent with the terms of this
3 Confidentiality Agreement.

4 11. Nothing contained herein shall restrict the presentation of any evidence, including
5 Confidential Information, to an arbitrator, panel of arbitrators, jury or the Court at trial. However,
6 such presentation shall not constitute a waiver of any restrictions provided for in this Order and the
7 parties agree to take reasonable steps to maintain the confidentiality of any Confidential Information
8 at the arbitration hearing and/or trial of this matter in such a manner and until such time as the Court
9 may direct and/or as the parties may otherwise agree. Before any such presentation of Confidential
10 Information, the receiving party shall provide Costco with appropriate notice so that Costco may have
11 the opportunity to lodge appropriate objections or seek the Court's direction to prevent disclosure of
12 the Confidential Information and/or move for appropriate confidential treatment of the materials at
13 trial.
14

15
16 12. The terms of this Confidentiality Agreement shall remain fully active until released
17 by written consent of Costco. The Court shall retain jurisdiction over the parties, this Agreement, and
18 recipients of confidential documents, materials, and/or information for the sole purpose of enforcing
19 this Agreement and adjudicating claims of breaches thereof and administering damages and other
20 remedies related thereto. The provisions of this Agreement shall continue to be binding as to the
21 confidential documents, materials, and/or information produced pursuant to it.
22

23

24

25

26

1 13. This Stipulation and Order may be executed in one or more counterparts, and facsimile
2 signatures are deemed to constitute originals for purposes of this Stipulation.

3 DATED this 15th day of June, 2023.

4 **MESSNER REEVES LLP**

5
6
7 By: _____

8 Edgar Carranza, Esq.
9 Nevada Bar No. 5902
10 Ashley E. Walters, Esq.
11 Nevada Bar No. 16338
12 8945 West Russell Road, Suite 300
13 Las Vegas, Nevada 89148
14 Attorneys for Defendant
15 COSTCO WHOLESALE CORPORATION

 DATED this 15th day of June, 2023.

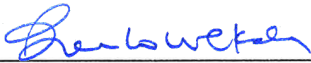
Atkinson Watkins & Hoffman, LLP

 By: _____

 Matthew W. Hoffmann, Esq.
 Nevada Bar No. 9061
 Kathleen S. Villatoro, Esq.
 Nevada Bar No. 15829
 10789 W. Twain Ave, Suite 100
 Las Vegas, Nevada 89135
 Attorneys for Plaintiff
 BRANDY IANNUZZI

16 **IT IS SO ORDERED.**

17 DATED: June 16, 2023.

18 
19 United States Magistrate Judge

MESSNER REEVES LLP